

Richard M. Cieri
Ray C. Schrock
Stephen E. Hessler
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Counsel for Ally Financial Inc. and Ally Bank

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)) Chapter 11
RESIDENTIAL CAPITAL, LLC., <u>et al.</u> ,)) Case No. 12-12020 (MG)
Debtors.)) Jointly Administered

**ALLY FINANCIAL INC.'S
EXHIBIT LIST FOR HEARING ON DEBTORS'
CASH COLLATERAL AND ALLY DIP FINANCING MOTION¹**

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Amended and Restated Loan Agreement by and among Residential Funding Company, LLC and GMAC Mortgage, LLC, as Borrowers, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, GMAC Inc., as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons from time to time party hereto as Lenders, dated as of December 30, 2009.
B	First Amendment to the Amended and Restated Loan Agreement by and among Residential Funding Company, LLC and GMAC Mortgage, LLC, as Borrowers, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, GMAC Inc., as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons from time to time party hereto as Lenders, dated as of April 30, 2010.

¹ The related control agreements to the Exhibits are not included due to their voluminous size but are available at the Court's request.

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
C	Second Amendment to the Amended and Restated Loan Agreement by and among Residential Funding Company, LLC and GMAC Mortgage, LLC, as Borrowers, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, GMAC Inc., as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons from time to time party hereto as Lenders, dated as of May 14, 2010.
D	Third Amendment to the Amended and Restated Loan Agreement (Line of Credit Agreement) by and among Residential Funding Company, LLC and GMAC Mortgage, LLC, as Borrowers, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons from time to time party hereto as Lenders, dated as of August 31, 2010.
E	Fourth Amendment to the Amended and Restated Loan Agreement (Line of Credit Agreement) by and among Residential Funding Company, LLC and GMAC Mortgage, LLC, as Borrowers, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons from time to time party hereto as Lenders, dated as of December 23, 2010.
F	Fifth Amendment to the Amended and Restated Loan Agreement (Line of Credit Agreement) by and among Residential Funding Company, LLC and GMAC Mortgage, LLC, as Borrowers, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons from time to time party hereto as Lenders, dated as of April 11, 2011.
G	Sixth Amendment to the Amended and Restated Loan Agreement (Line of Credit Agreement) by and among Residential Funding Company, LLC and GMAC Mortgage, LLC, as Borrowers, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons from time to time party hereto as Lenders, dated as of May 27, 2011.
H	Seventh Amendment to the Amended and Restated Loan Agreement (Line of Credit Agreement) by and among Residential Funding Company, LLC, GMAC Mortgage, LLC, Residential Capital, LLC, and Other Affiliates of the Borrowers, Ally Financial Inc. (f/k/a GMAC Inc.) and Other Financial Institutions and Persons dated as of April 10, 2011.

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
I	Eighth Amendment to the Amended and Restated Loan Agreement (Line of Credit Agreement) by and among Residential Funding Company, LLC and GMAC Mortgage, LLC, as Borrowers, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons from time to time party hereto as Lenders, dated as of May 25, 2012.
J	Amended and Restated Pledge and Security Agreement and Irrevocable Proxy by and among RFC Asset Holdings II, LLC, Passive Asset Transactions, LLC, Residential Capital, LLC, Residential Funding Company, LLC, GMAC Mortgage, LLC, Equity Investment I, LLC, and of their Affiliates, as Grantors, GMAC Investment Management LLC, as a Secured Party, and GMAC Inc. as Omnibus Agent under the Omnibus Security Agreement, as Lender Agent under the Loan Agreement, as Lender under the MSR Loan Agreement, and as a Secured Party, dated as of December 30, 2009.
K	First Amendment to the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy by and among RFC Asset Holdings II, LLC, Passive Asset Transactions, LLC, Residential Capital, LLC, Residential Funding Company, LLC, GMAC Mortgage, LLC, Equity Investment I, LLC, and of their Affiliates, as Grantors, Ally Investment Management LLC (f/k/a GMAC Investment Management LLC), as a Secured Party, and Ally Financial Inc. (f/k/a GMAC Inc.) as Omnibus Agent under the Omnibus Security Agreement, as Lender Agent under the Loan Agreement, as Lender under the MSR Loan Agreement, and as a Secured Party, dated as of May 14, 2010.
L	Second Amendment to the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy by and among RFC Asset Holdings II, LLC, Passive Asset Transactions, LLC, Residential Capital, LLC, Residential Funding Company, LLC, GMAC Mortgage, LLC, Equity Investment I, LLC, and of their Affiliates, as Grantors, Ally Investment Management LLC (f/k/a GMAC Investment Management LLC), as a Secured Party, and Ally Financial Inc. (f/k/a GMAC Inc.) as Omnibus Agent under the Omnibus Security Agreement, as Lender Agent under the Loan Agreement, as Lender under the MSR Loan Agreement, and as a Secured Party, dated as of May 27, 2011.
M	Third Amendment to the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy by and among RFC Asset Holdings II, LLC, Passive Asset Transactions, LLC, Residential Capital, LLC, Residential Funding Company, LLC, GMAC Mortgage, LLC, Equity Investment I, LLC, and of their Affiliates, as Grantors, Ally Investment Management LLC (f/k/a GMAC Investment Management LLC), as a Secured Party, and Ally Financial Inc. (f/k/a GMAC Inc.) as Omnibus Agent under the Omnibus Security Agreement, as Lender Agent under the Loan Agreement, as Lender under the MSR Loan Agreement, and as a Secured Party, dated as of April 26, 2012.

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
N	Fourth Amendment to Amended and Restated Pledge and Security Agreement and Irrevocable Proxy by and among RFC Asset Holdings II, LLC, Passive Asset Transactions, LLC, Residential Capital, LLC, Residential Funding Company, LLC, GMAC Mortgage, LLC, Equity Investment I, LLC, and of their Affiliates, as Grantors, Ally Investment Management LLC (f/k/a GMAC Investment Management LLC), as a Secured Party, and Ally Financial Inc. (f/k/a GMAC Inc.) as Omnibus Agent under the Omnibus Security Agreement, as Lender Agent under the Loan Agreement, as Lender under the MSR Loan Agreement, and as a Secured Party, dated as of May 10, 2012.
O	Amended and Restated Pledge and Security Agreement and Irrevocable Proxy by and among RFC Assets Holdings II, LLC, Equity Investment I, LLC, Passive Asset Transactions, LLC, Residential Capital, LLC, Residential Funding Company, LLC, GMAC Mortgage, LLC, and of their Affiliates, as Grantors, and GMAC Inc., as a Secured Party, dated as of December 30, 2009.
P	First Amendment to the Amended and Restated Amended and Restated Pledge and Security Agreement and Irrevocable Proxy by and among RFC Assets Holdings II, LLC, Equity Investment I, LLC, Passive Asset Transactions, LLC, Residential Capital, LLC, Residential Funding Company, LLC, GMAC Mortgage, LLC, and of their Affiliates, as Grantors, and Ally Financial Inc. (f/k/a GMAC Inc.), as a Secured Party, dated as of May 14, 2010.
Q	Second Amendment to the Amended and Restated Amended and Restated Pledge and Security Agreement and Irrevocable Proxy by and among RFC Assets Holdings II, LLC, Equity Investment I, LLC, Passive Asset Transactions, LLC, Residential Capital, LLC, Residential Funding Company, LLC, GMAC Mortgage, LLC, and of their Affiliates, as Grantors, and Ally Financial Inc. (f/k/a GMAC Inc.), as a Secured Party, dated as of May 27, 2011.
R	Third Amendment to the Amended and Restated Amended and Restated Pledge and Security Agreement and Irrevocable Proxy by and among RFC Assets Holdings II, LLC, Equity Investment I, LLC, Passive Asset Transactions, LLC, Residential Capital, LLC, Residential Funding Company, LLC, GMAC Mortgage, LLC, and of their Affiliates, as Grantors, and Ally Financial Inc. (f/k/a GMAC Inc.), as a Secured Party, dated as of April 26, 2012.
S	Fourth Amendment to the Amended and Restated Amended and Restated Pledge and Security Agreement and Irrevocable Proxy by and among RFC Assets Holdings II, LLC, Equity Investment I, LLC, Passive Asset Transactions, LLC, Residential Capital, LLC, Residential Funding Company, LLC, GMAC Mortgage, LLC, and of their Affiliates, as Grantors, and Ally Financial Inc. (f/k/a GMAC Inc.), as a Secured Party, dated as of May 10, 2012.

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
T	Amended and Restated Loan Agreement by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, certain Affiliates of the Borrowers and the Guarantors, as Obligors, GMAC Inc., as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons, as Lenders, dated as of December 30, 2009.
U	First Amendment to the Amended and Restated Loan Agreement by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, certain Affiliates of the Borrowers and the Guarantors, as Obligors, GMAC Inc., as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons, as Lenders, dated as of April 30, 2010.
V	Second Amendment to the Amended and Restated Loan Agreement by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, certain Affiliates of the Borrowers and the Guarantors, as Obligors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons, as Lenders, dated as of August 31, 2010.
W	Third Amendment to the Amended and Restated Loan Agreement by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, certain Affiliates of the Borrowers and the Guarantors, as Obligors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons, as Lenders, dated as of December 21, 2010.
X	Fourth Amendment to the Amended and Restated Loan Agreement by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, certain Affiliates of the Borrowers and the Guarantors, as Obligors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons, as Lenders, dated as of April 18, 2011.
Y	Fifth Amendment to the Amended and Restated Loan Agreement by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC and Other Affiliates of the Borrowers, as Guarantors, certain Affiliates of the Borrowers and the Guarantors, as Obligors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, and Other Financial Institutions and Persons, as Lenders, dated as of April 10, 2012.

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
Z	Amended and Restated Hedge Pledge and Security Agreement and Irrevocable Proxy by and among Residential Funding Company, LLC, GMAC Mortgage, LLC, and certain of their Affiliates, as Grantors, and GMAC Inc., as Hedge Counterparty, dated as of December 30, 2009.
AA	Amended and Restated First Priority Hedge Pledge and Security Agreement and Irrevocable Proxy by and among Residential Funding Company, LLC, and certain of their Affiliates, as Grantors, GMAC Inc., as Lender and Lender Agent, and Wells Fargo Bank N.A., as First Priority Collateral Agent and Collateral Control Agent, dated as of December 30, 2009.
BB	First Amendment to the Amended and Restated First Priority Hedge Pledge and Security Agreement and Irrevocable Proxy by and among Residential Funding Company, LLC, and certain of their Affiliates, as Grantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Lender and Lender Agent, and Wells Fargo Bank N.A., as First Priority Collateral Agent and Collateral Control Agent, dated as of April 26, 2012.
CC	Real Estate Subsidiary Pledge and Security Agreement and Irrevocable Proxy by and among certain Affiliates of Residential Capital, LLC, as Grantors, Wells Fargo Bank, N.A., as Collateral Control Agent, GMAC Inc., as Lender Agent, and U.S. Bank National Association, as Trustee under the 2010 Indenture, and Trustee under the 2015 Indenture, dated as of December 30, 2009.

New York, New York
Dated: June 16, 2012

/s/ Ray C. Schrock

Richard M. Cieri
Ray C. Schrock
Stephen E. Hessler
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
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